

25179 MTC 965-2797 Vol. 117 Page 2344
This Agreement, made and entered into this 23 day of January, 1973, by and between
FRANK WITHERSPOON, as to a one-half interest, and GREGORY MARTINEZ, as
hereinafter called the vendor, and

EUGENE O. SHEEHY and FRANCES L. SHEEHY, husband and wife,
hereinafter called the vendee.

WITNESSETH

Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the
following described property situate in Klamath County, State of Oregon, to-wit:

SEE ATTACHED PROPERTY DESCRIPTION, MARKED AS EXHIBIT A.

at and for a price of \$ 21,350.00

payable as follows, to-wit:

\$ 5,000.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 16,350.00 with interest at the rate of 7 1/2%
per annum from February 1, 1973 payable in installments of not less than \$ 150.00
month in clusive of interest, the first installment to be paid on the 1st day of March
1973, and a further installment on the 1st day of every month thereafter until the full balance and interest
are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the
survivors of them, at the First Federal Savings & Loan

at Klamath Falls,

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now on or which
may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and
that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not
less than full ins. value with loss payable to the parties as their respective interests may appear, said
policy or policies of insurance to be held Vendors copy to Vendees that vendee shall pay regularly
and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances
of whatsoever nature and kind. Taxes to be proated as of February 1, 1973.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or
incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to
the possession of said property as of February 1, 1973.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a
fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except reservations,
restrictions, easements and rights of way of record and those appar-
ent upon the land; rules, regulations, liens and assessments of water
users and sanitation districts.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First Federal Savings & Loan Association

at Klamath Falls, Oregon, and shall enter into written escrow

instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee shall have
paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall
deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender
said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) to declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

Frances L. Sheehy

Eugene L. Sheehy
Frances L. Sheehy
Frank W. Sheehy
X Eugene L. Sheehy

WM. P. BRANDSNESS
ATTORNEY AT LAW
276 MAIN STREET
KLAMATH FALLS, OREGON 97601

State of Oregon }
County of Klamath } ss.

Return to: { P.O. Box 594, Klamath Falls
Tax to: { Richard Walsh
5842 Henley R., Klamath Falls

On this 2nd day of February, 1977, personally appeared the above named Frances L. Sheehy and acknowledge the foregoing instrument to be her voluntary act and deed. Before me:

John D. Hurry
Notary Public my commission expires:

Exhibit A

The following described real property situate in
Klamath County, Oregon:

The Southwest quarter of the Northeast quarter of Section 26 Township 39 South, Range 9, E. W. M., LESS a portion deeded to the City of Klamath Falls, dated February 9, 1955, recorded February 15, 1955 in Volume 272 of Deeds, page 310, records of Klamath County, Oregon, as follows: Beginning at an iron pipe which marks the Southwest 1/16 corner of the NW 1/4 NE 1/4, Section 26 in Township 39 S. R. 9 E. W. M., Klamath County, Oregon; thence South 89° 38' 15" East along the Southerly line of the NW 1/4 NE 1/4 of said Sec. 26, a distance of 18.38 feet to an iron pin; thence South 21° 30' 15" East a distance of 1428.35 feet to an iron pin, said pin being on the Southerly line of the SW 1/4 of the NE 1/4 of said Sec. 26; thence North 89° 36' 15" West along said Southerly line of the SW 1/4 NE 1/4 of said Sec. 26, a distance of 554.37 feet to a fence corner post, said post marking the center of said Sec. 26; thence North 0° 32' 45" East along the Westerly line of SW 1/4 NE 1/4 of said Sec. 26 a distance of 1325.67 feet to the point of beginning, containing 3.72 acres, more or less; except pole and line right of way heretofore granted to California Oregon Power Company.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 8th day of FEBRUARY A. D. 1977 at 4:14 o'clock P.M. and
duly recorded in Vol. M 77, of DEEDS on Page 2344

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Harold Drazie